

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC BUILDINGS

**PROJECT MANUAL:
Facility Management System
*INVITATION FOR BID #11-68***

Bid Opening Date: March 24, 2011 at 10:00 a.m.

**MARCH 2011
Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

March 22, 2011

ADDENDUM #1

INVITATION FOR BID #11-68

FACILITY MANAGEMENT SYSTEM

THIS ADDENDUM IS TO: **Answer the following Questions:**

- Q1. Is an extension possible?
A1. No.
- Q2. Also, I have been asked by our RFP team for a Word version, which would help facilitate our response as it would be a lot easier to use. Can we get a Word copy?
A2. Purchasing should be able to provide this.
- Q3. To confirm that in the pricing we should include implementation of the program, to include data entry of all the assets currently scheduled to be tracked by the program.
A.3. Yes. Current data can be exported to MS Excel.
- Q4. Assuming the above is true, is there currently a database of the assets that can be exported from your current system into the new system or will it require manual entry of the information.
A4. See A3
- Q5. The fifty people that will require training. What training expectations do you have for these people? Service requesters, data entry personnel, system administrator, field users?
A5. We expect that training would be available for all of these types of users.
- Q6. Under the General Provisions of the scope of service, paragraph 2, “unlimited users and requesters.” Typically licenses are priced based on how much access is required by the users for the system to be functional for the client. Although there may be an unlimited number of users putting in data, pulling reports, scheduling activities etc, the typically would not all be on at the same time. The requester portion of the program is unlimited and there is no limit established for people going on the internet and making work requests. Is there a number of users, rather than unlimited, that would be partical to base pricing off of, 50, 100?
A6. 200 requesters, 20 administrators

- Q7. Data storage will be assumed to reside in our storage facilities/server equipment. Is that correct?
A7. Yes
- Q8. How many expected users will be on the system?
A8. 200 requesters, 20 administrators
- Q9. Please define what the requirements and scope of integration to the city's financial package? What is compatible? What format? Is there an API for the financial package that we would have access to? Will the vendor of the financial package be willing to assist with the integration?
A9. Finance Plus is our financial package. This is an Informex Database system. We require a 16 character organization code, and a 8 character account code for both regular time and overtime for up to 20 craftsmen. Finance Plus will work with excel based format. Finance Plus will not assist in the integration.
- Q10. Do you want a MAC platform compatible solution? Is a Citrix solution running on the MAC acceptable?
A10. We do not need a MAC platform compatible solution.
- Q11. Please define 100% uptime for the web solution
A11. We need to be able to access and operate the web solution at all times. It is understood that the product may need to be down for maintenance, but this shall be limited in duration to no more than 12 hours, should occur whenever possible "off-hours," and we should be notified at least 24 hours prior to the event.
- Q12. Can you explain/clarify the bid deposit? There is mention of it on page 4 but we found no additional instructions.
A12. As per paragraph 3 of the Invitation for Bid, no Bid Deposit is required.
- Q13. You request an unlimited number of users. Can you give us a general idea of the number of users? Is it 50, 100, 1000 or more? An unlimited number licenses requires an enterprise license that is based on the size of the enterprise.
A13. See A8
- Q14. Will Schooldude be replaced with an enterprise asset solution?
A14. No, the intent of this bid is to procure a Facilities Management System software solution. An EAM would not be excluded if it meets all of the bid requirements.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.



Rositha Durham
Chief Procurement Officer

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #11-68

The City of Newton invites sealed bids from Vendors to furnish a:

Facility Management System

Bids will be received until: 10:00 a.m., March 24, 2011

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids, all bids received within the time specified, will be publicly opened and read aloud.

Contract Documents will be available online at www.ci.newton.ma.us/bids, or at the Purchasing Department after **10:00 a.m., March 10, 2011**. There will be no charge for contract documents.

Bid Surety is not required for this bid.

All bids are subject to the provisions of M.G.L. Chapter 30B.

Bidders must bid on all line items. Bidders not providing a total price for each line item maybe deemed unresponsive. The contract will be awarded to the responsible and responsive bidder offering the lowest total contract price for all items.

The term of this contract shall **extend for three years beginning a week from the day of execution and extending through February 28, 2014**. The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

All bids must be submitted with one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.ci.newton.ma.us/bids Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may email purchasing@newtonma.gov or fax to 617-796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids. in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON

Rositha Durham
Chief Procurement Officer

March 10, 2011

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, **March 18, 2011** at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID NUMBER #11-68**.

ARTICLE 3 – PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.

- 3.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 3.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR:
- * NAME OF PROJECT AND INVITATION NUMBER
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 3.8 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 3.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

- 6.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

PURCHASING DEPARTMENT

BID FORM #11-68

- A.** The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

Facility Management System

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) , _____, _____, _____,

- C.** The Bidder proposes to supply the following Facility Maintenance System at the following prices:

Preventative Maintenance _____

Work Order Management _____

Facility Rental and Scheduling _____

Inventory Management _____

Capital Asset Management _____

Utility Tracking _____

Building Alarm Monitoring _____

Training of 50 employees (80 hours/pp) _____

Contract Total \$ _____

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ Certificate of Non-Collusion
- ☐ Signed Bid Form, 2 pages
- ☐ Original bid and one COPY

E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____
(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON
BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation for bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05.

Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

| | |
|-----------------|---|
| Personal Injury | \$500,000 each occurrence - \$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence - \$1,000,000 aggregate |

VEHICLE LIABILITY

| | |
|-----------------|---|
| Personal Injury | \$500,000 each person - \$1,000,000 aggregate |
| Property Damage | \$300,000 |

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. **SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
 - a. This CITY-CONTRACTOR Agreement;
 - b. The City's Invitation For Bid # 11-68 issued by the Purchasing Department;
 - c. The Project Manual for Supply & Deliver Facility Management System including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
 - d. Addenda Number(s) N/A;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall **extend for three years beginning a week from the day of execution and extending through February 28, 2014.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work Order issued pursuant thereto in any one of the following circumstances:
- a. **FOR CAUSE.** If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b. **FOR CONVENIENCE.** The City may terminate this Contract at any time for its convenience and without penalty by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Contract is terminated for the convenience of the City, the Contractor shall be entitled to payment for any satisfactory work completed through the date of termination.
- c. **FOR NON-APPROPRIATION.** In the event that this Contract extends beyond the fiscal year in which it is first entered into, and notwithstanding any provision to the contrary, the City shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Contractor in any subsequent fiscal year. Written notice of cancellation for non-appropriation shall be given not less than five (5) days prior to the effective date of cancellation and the Contractor shall be entitled to payment for any satisfactory work completed through the date of cancellation.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

Title _____

Date _____

Affix Corporate Seal Here

City funds are available in the amount of

\$ _____
in account #:
0111501-5301

I further certify that the Mayor or his
designee is authorized to execute contracts
and approve change orders.

By _____
Comptroller of Accounts

Date _____

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Buildings

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____
(Signature of **Clerk or Secretary**)*

*AFFIX CORPORATE
SEAL HERE*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the
officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

FACILITY MANAGEMENT SYSTEM - INTRODUCTION

The City of Newton (hereinafter referred to as the “City”), acting through its Purchasing Director invites highly qualified Bidders to submit written proposals to provide a Facilities Management System Solution for the City’s Department of Public Buildings and the Operations Department of the Newton Public Schools. This software or web-native internet system must have modules which will aid in:

- tracking and management of building maintenance work orders
- facility space rentals
- capital asset management
- preventative maintenance work orders
- materials inventory management

These platforms must utilize the most up-to-date technology, including wireless, to be used for communication with customers, users, and employees. The City will guarantee that it will acquire the platforms for preventative maintenance, asset management, work orders, and rentals, all additional platforms must be offered as options and there is no guarantee by the City that it will be purchasing all platforms listed. The City is also looking for an office and classroom management help desk solution, but this is only a preference and will not be required of a successful bid. The Department of Public Facilities – Operations Division is responsible for renting out spaces in eight schools within the City, and maintaining all municipal buildings and schools within the City. The City is looking for a single hosted solution to assist the Department of Public Facilities – Operations Division in carrying out these tasks.

About Newton

The City is located in Middlesex County, approximately 8 miles west of Boston. It is bordered on the west the Town of Wellesley, on the north by the City of Waltham, on the northeast by the Town of Watertown and on the east by the City of Boston’s Brighton neighborhood and by the Town of Brookline. Newton has a population of 83,829 (2000 Federal Census) and occupies a land area of 18.3 square miles. Newton is governed by a Mayor and a twenty-four member Board of Aldermen. The day-to-day management is under the direction of the Mayor and Chief Administrative Officer. School affairs are administered by a eight-member School Committee and a Superintendent of Schools. The City is classified as an economically developed suburb with above average wealth levels and higher education attainment. The City has an “AAA” credit rating from Standard and Poor’s.

The City provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, City library, and recreation. The City also provides public education in grades kindergarten through twelve. The City currently operates 4 pre-schools programs, 15 elementary schools, 4 middle schools, 2 senior high schools and 1 administration building.

About Current Operations

Preventative Maintenance: Public Buildings has recently begun to use an internet-based preventative maintenance program by Schooldude.com to document preventative maintenance that needs to take place on a daily, weekly, quarterly, and/or annual basis.

Work Order Management: Public Buildings and the School Operations Department currently utilize a web based work order system through Schooldude.com to process, approve, and track the completion of Work Orders. This system also enables the Public Building’s department to create invoices called “transfer bills” which are given to the School Department for payment. The School Department is able to transmit this file electronically to the City’s accounting department for payment.

Facility Rental and Scheduling: The Operations Department of the Newton Schools is responsible for permitting classrooms, media centers, lecture halls, auditoriums, cafeterias, conference rooms, and gyms within the 22 buildings that the School Department currently operates. This process is enabled Schooldude.com’s Facility Scheduling Direct product. Rental of non-school buildings is not currently managed with an electronic or software process.

Inventory Management: The Operations Department currently uses Schooldude.com’s Inventory Direct to manage and track custodial supply inventory.

Capital Asset Management: The City currently uses employee knowledge, research, and past practices in its capital planning process.

Training: The City of Newton is requiring “On Site” training in Newton for 50 people for a period of two weeks (80 hours) at a mutually agreed upon date and time. The cost of this is to be part of the base bid as shown on the bid form.

FACILITY MANAGEMENT SYSTEM

SCOPE OF SERVICES

General Provisions

The City is seeking software or web native solutions to assist the Department of Public Facilities and Operations Department of the Newton Public Schools with the following tasks:

1. The City prefers to purchase a single software or a web native system with modules for work order tracking, facility permits, preventative maintenance, capital asset management, and internal facility survey tool, with the option of IT management. The City is interested in a solution that is hosted by the provider. A solution requiring administrator rights to run at the local (desktop) level is not acceptable for this project.
2. The system must allow for an unlimited number of users and requesters, over the City's Ethernet TCP/ IP wide areas network and provide a hierarchy of user functions, and allow multiple users access simultaneously. The various functions assigned to users must be transferable to new users providing the same functions as past users no longer in the system.
3. The system must provide for the transfer, in whole or in part, of the organization data in a format that is compatible with the organization's financial software package.
4. The system should allow remote site requesters to be provided with status updates on request that have been previously requested via e-mail. The request notification should allow for the Public Building Department to automatically notify work order requester when the work is completed or when the work is delayed due to parts on order or other reasons. These requests should be password protected so that only that requester sees requests that have been previously submitted by them.
5. The solution must provide for the transfer, in whole or in part, of the organization data in a format that is compatible with the organization's financial software package.
6. Work order numbering system must tie into current building codes, date and rolling numbers example 01-001-2004.
7. All data is to remain the property of the City of Newton.
8. The system must provide for the transfer of ALL the organization data directly to the organization's servers via the network in a universally accepted format for archival purposes; to be run by the organization, at the organization's pleasure.
9. The system must provide for the universally accepted format for both operating system platforms, MAC and PC.
10. The system must be capable of providing uninterrupted access to the organizations data 24 hours a day, 7 days a week.
11. The solution must provide the necessary storage space of 4 years of the organization data, which encompasses the current budgeting year plus 3 consecutive years, prior to the current budgeting year.
12. The system must provide for the archiving of the organization data that falls prior to the above stated 4 years of storage, to be provided to the organization, in a universally accepted format.

Security

1. Physical Security

The solution must provide for the storage of the organization data in a secure, protected environment that includes, but is not limited to, a fire suppression system, redundant power supply systems, redundant physical security systems, and an HVAC system providing environmental conditions suitable for the storage of electronic data.

2. Application Security

The solution must be capable of supporting various levels of security controls over all systems of the functions and data either on an individual or group basis due to different aspects facilities maintenance being managed/performed by different parts of the organization.

3. Hardware and Network Security

- The solution must have equipment and application monitoring procedures capable of providing, but not limited to, transaction monitoring, web services monitoring, database services monitoring, mail service monitoring, network equipment monitoring and server monitoring.
- The solution must provide a redundant hard drive array based on industry RAID 5 standards.
- The solution must provide redundant connections to the Internet providing 100% uptime.
- The solution must have daily tape backup procedures of the organization data in place.
- The solution must have data recovery procedures in place to safe guard the organization data.

Work Order Processing and Tracking

The City is looking for a solution that will allow multiple users with different access levels to submit, prioritize, schedule, update, and track the status of work orders. The product must facilitate the following:

- Must allow for the entry of work orders by multiple users.
- Must channel those submissions through a hierarchy, allowing for an established workflow.
- Must clearly illustrate updates, priorities, and scheduling to all users.
- Must provide the ability for end users to request more information, reassign to the appropriate party, and close out work orders.
- Must integrate with the Facility Rental and Scheduling system, the Preventative Maintenance system, and the Asset Management system by exchanging information
- Must reduce redundancy of request and notify of prior request made.
- Must be usable on both wired and wireless technology.
- Must have the ability to create paper and electronic reports
- Must be able to track and notify vendors via email of all needed repairs and generate a cost estimate to the appropriate party.
- The following reports should be available and be password protected
 - A Standard reports
 - B Labor and material transactions for each work order
 - C Work order tracking fields such as trade, purpose, budget and other codes
 - D user definable tracking fields
- The solution must provide a report generation tool capable of transferring data from a report, created by the organization, from the organizations data, to the organizations network, in a universally accepted format.
- Closed work orders should be able to be opened to add additional cost, labor or change status.

Facility Rental and Scheduling

The City is looking for a solution that will allow multiple users with different access levels to submit, approve, and deny permit requests. This product must facilitate the following:

- Must provide a calendar of events viewable through the program and online by outside requesters.
- Must allow outside requesters to submit a request to schedule the use of a space which is not already scheduled on the calendar.
- Must provide an accounting tool which issues receipts, daily and weekly batches, internal credits, and preferably integrate with software currently utilized by the City's Accounting Department.
- Must store information on user groups, insurance, contacts, and have the ability to edit group contract information while preserving past information.
- Must distribute email verification or denial of permit requests to the user, Senior Custodians, main office at applicable location, and if meets certain requirement, IT center, kitchen staff, police, and fire.
- Must distribute automatic email for all cancelations.
- Must not allow for any double booking once approved by appropriate personnel.
- Must issue a unique identification number for all requests accepted or denied.
- Must allow for the storage of scanned documents for the purpose of cataloging i.e. insurance verification forms.
- Must be able to upload all information presently stored as an access database to system.
- Must be able to integrate with the Work Order system and automatically generate work orders for set-up, heat, and other preparatory work.
- Must be able to integrate with the City's energy management systems including ENE Control Suite Building Management System and Lutron Lighting Control System.

Capital Asset Management

The City is looking for a solution that will allow for the entry of all major assets the City presently has and their locations. This product must facilitate the following:

- Must gather information on current assets and front load it into system.
- Must be able to print date sensitive reports on equipment lifecycles.
- Must store information by building, by equipment type, and type integration
- Must be able to integrate with Preventative Maintenance and Work Order System tracking all repairs and costs associated with repairs and maintenance.
- Must be able to track deferred maintenance.
- Show comparison cost of renovation versus new construction.

Preventative Maintenance

The City is looking for a solution that can be preloaded with information regarding the scheduled maintenance procedures for each type of equipment. The product must facilitate the following:

- Must generate maintenance schedules on a daily, weekly, monthly quarterly, or annual basis.
- Must automatically generate work orders.
- Must track preventative maintenance once completed for the lifecycle of the equipment.
- Must be able to track and notify via email vendors of upcoming scheduled maintenance.
- Must be able to log and record all parts and part number needed for preventative maintenance program by building, equipment type, and type integration.

Building Alarm Monitoring

The City is looking for a solution that can integrate all critical alarms with our requested work order program. The product must facilitate the following:

- Must direct communications between the HVAC alarm system to the Work Order system.
- Must direct communications between the Fire alarm systems to the Work Order system.
- Must direct communications between the Burglar alarm system to the Work Order system.

Utility Tracking

The City is looking for a software solution that can track the energy usage through utility bill data, identify areas of savings and billing errors, and upload data into Energy Star Portfolio Manager. The product must facilitate the following:

- Must provide the capacity for multiple users to enter in utility information.
- Must allow for utilities to download automatically utility information if such a service is available in the future.
- Must be able to gather data into reports illustrating energy reduction over a monthly, quarterly and annual basis on a system wide and building by building basis.
- Must be able to track investments in energy upgrades.

Additional Features

The City is interested in receiving submissions for all additional platforms and features that your company might provide such as survey tools and the ability to share information and reports with the vendor's other municipal or school clients.

END OF SECTION